



DISCLAIMER – NOTICE OF RISK, DISCLAIMER OF LIABILITY, WAIVER OF CLAIMS

If you have answered no to all of the above questions and you are confident that you have no other concerns with your health, then you may proceed to participate in physical activity. If you have answered yes to any of the questions above or are unsure, please seek a referral from your GP or allied health professional before commencing physical activity.

- I have no serious health issues or problems that would preclude me from participating in this competition or that present an abnormal, unusual or unreasonable risk of, or susceptibility to, injury.
- I believe to the best of my knowledge that all of the information I have provided on this tool is accurate. In the case that my medical condition changes over the course of the challenge I will inform ERMQ support staff immediately.

Participant signature: _____

Date: / /

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

1. I have read the above notice carefully and acknowledge receipt of a copy thereof. In consideration of the benefits received, I hereby assume all risks of damages or injury, including death, that I may sustain while participating in or as a result of, or in any way growing out of my activity associated with the Leadership Challenge.
2. In particular, without limiting the generality of the foregoing, I fully understand and acknowledge that there are risks and dangers associated with participation in the Leadership Challenge events. These risks and dangers may be caused by my own action, inaction or negligence or the action, inaction or negligence of others. There may be other risks not known to me or not reasonably foreseeable at this time.
3. I accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, or death, however caused and whether caused in whole or in part by the negligence of the Releasees (ERMQ) named above.

_____ Initials _____ Date



RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE (READ CAREFULLY BEFORE SIGNING)

1. I hereby acknowledge that participation in risk-oriented programs and activities involves an inherent risk of physical injury and I assume all risks. I hereby agree that for the sole consideration of ERMQ allowing me to participate in the Leadership Challenge for which ERMQ has made available facilities, equipment, grounds, and personnel, equipment, and volunteer staff, I, for myself, my personal representatives, assigns, executors, heirs and next of kin, do hereby release and forever discharge the Releasees from and of any and all claims, demands, rights and causes of action of whatever kind or nature, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries (INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY), damage to property, and the consequences thereof, whether or not caused or contributed to in whole or in part by the negligence of the Releasees, resulting from any participation in any way connected with ERMQ Leadership Challenge.
2. I further expressly agree that the foregoing release, waiver, and covenant not to sue is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted.
3. I further covenant and agree that for the consideration stated above, I will not sue the Releasees for any claim for damages arising or growing out of my participation in the Leadership Challenge. I understand that the acceptance of this release and covenant not to sue the Releasees shall not constitute a waive in whole or in part, or any sovereign or official immunity which may be possessed by any of the Releasees.
4. This entire agreement, including the notice, assumption of risk, and release, waiver of liability and covenant not to sue shall be construed and applied so as to conform to the law of the State whose laws are deemed to be controlling. In the event any clause of this agreement shall be deemed not to be in compliance with applicable law, that clause shall be either be given no force or effect or shall be construed and applied to conform to State law, the validity and enforceability of all other clauses and of the agreement itself otherwise not being affected.
5. I have read this release and waiver of liability, assumption of risk and covenant not to sue agreement, full understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intent my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.
6. I have received a copy of this document and I certify that I am _____ years of age and suffering under no legal disabilities and that I have read the above carefully before signing.

Name: _____

Signature: _____

Date: _____

Witness name: _____

Witness signature: _____